

VULCAN ALPHA BIDCO LIMITED

Ground Floor,
123 Pall Mall, London,
United Kingdom,
SW1Y 5EA

(the “**Company**”)

Dear addressee,

1 September
_____ 2026

**INTERIM FACILITIES AGREEMENT DATED 1 September 2026 – INTERIM FACILITY
AGENT AND INTERIM SECURITY AGENT FEE LETTER**

1. INTRODUCTION

- (a) We refer to the interim facilities agreement dated 1 September 2026 between, among others, (i) the Company as borrower, (ii) Vulcan Alpha Midco 2 Limited as parent, Kroll Agency Services Limited as interim facility agent (the “**Interim Facility Agent**”), and (iv) Kroll Trustee Services Limited as interim security agent (the “**Interim Security Agent**”) (“**Interim Facilities Agreement**”).
- (b) This letter is the fee letter as referred to in Clause 13.5 (*Other fees*) of the Interim Facilities Agreement (the “**Interim Agency Fee Letter**”).
- (c) Terms defined in the Interim Facilities Agreement (as applicable) have the same meanings in this Fee Letter unless given a different meaning in this Fee Letter.

2. INITIAL INTERIM FACILITY AGENT FEE

- (a) Subject to each other provision of this Fee Letter, the Company shall pay (or procure that there is paid (without duplication)) to the Interim Facility Agent for its own account a one-off acceptance fee of EUR 1,500 (the “**Initial Interim Facility Agent Fee**”) in consideration for the Interim Facility Agent acting as such in connection with Interim Finance Documents.
- (b) The Initial Interim Facility Agent Fee shall be payable within five (5) Business Days following the Interim Closing Date.
- (c) No Initial Interim Facility Agent Fee will be payable under this Fee Letter unless the Interim Closing Date has occurred.

3. INITIAL INTERIM SECURITY AGENT FEE

- (a) Subject to each other provision of this Fee Letter, the Company shall pay (or procure that there is paid (without duplication)) to the Interim Security Agent for its own account a one-off acceptance fee of EUR 1,500 (the “**Initial Interim Security Agent Fee**”) in consideration for the Interim Security Agent acting as such in connection with the Interim Security Documents.
- (b) The Initial Interim Security Agent Fee shall be payable within five (5) Business Days following the Interim Closing Date.
- (c) No Initial Interim Security Agent Fee will be payable under this Fee Letter unless the Interim Closing Date has occurred.

4. ANNUAL ADMINISTRATION FEE

- (a) Subject to each other provision of this Fee Letter, the Company shall pay (or procure that there is paid (without duplication)) to the Interim Facility Agent for its own account an annual administration fee of EUR 10,000 (the “**Annual Administration Fee**” and together with the Initial Interim Facility Agent Fee and the Initial Interim Security Agent Fee, the “**Fees**”) in consideration for the Interim Facility Agent and the Interim Security Agent acting as such in connection with the Interim Finance Documents.
- (b) The Annual Administration Fee shall be payable annually in advance with:
 - (i) the first payment being due within five (5) Business Days following the Interim Closing Date; and
 - (ii) each subsequent payment being due and payable within five (5) Business Days following each anniversary of the Interim Closing Date until the earlier of: (A) the date on which there are no Interim Facility Commitments or any other liabilities outstanding or in force under the Interim Finance Documents and (B) the date on which Kroll Agency Services Limited ceases to act as Interim Facility Agent and Kroll Trustee Services Limited ceases to act as Interim Security Agent under the Interim Finance Documents.
- (c) No Annual Administration Fee will be payable under this Fee Letter unless the Interim Closing Date has occurred.

5. PAYMENT OF FEES

- (a) Without limiting your obligation to pay the Fees, by countersigning this Fee Letter you agree that the Fees shall be payable by you (or such person authorised by you) to the Interim Facility Agent and the Interim Security Agent (as applicable) into such accounts as we may notify to you in writing from time to time.
- (b) The Annual Administration Fee shall not be refundable in whole or in part unless the Interim Facility Agent resigns its appointment, is otherwise replaced or the Interim

Facilities are prepaid in full, in which case the Interim Facility Agent shall, within five (5) Business Days of such resignation, replacement or prepayment, refund the Annual Administration Fee on a *pro temporis* basis.

- (c) All amounts payable under this Fee Letter are exclusive of any VAT. If VAT is chargeable, you shall pay to us the amount of the VAT at the same time as making the relevant fee payment.
- (d) All payments under this Fee Letter are to be made in immediately available, freely transferable, cleared funds, without set-off, withholding or deduction in accordance with the terms of the Interim Facilities Agreement.

6. MISCELLANEOUS

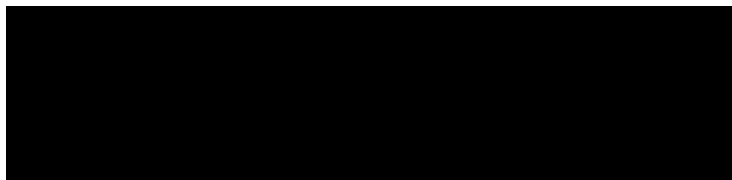
- (a) This Fee Letter is confidential and, without our prior written consent, its content may not be disclosed to any person (other than your affiliates and agents or your and their employees and professional advisers bound by a duty of confidentiality) save to the extent required by law or court order, any governmental, taxation or other regulatory authority or similar body, or the rules of any relevant stock exchange or to your auditors.
- (b) This Fee Letter may be executed in any number of counterparts and all those counterparts taken together shall be deemed to constitute one and the same Fee Letter. Delivery of a counterpart of this Fee Letter by e-mail attachment or telecopy shall be an effective mode of delivery.
- (c) A person who is not a party to this Fee Letter has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Fee Letter.
- (d) This Fee Letter and any non-contractual obligations arising out of or in connection with it shall be governed by English law. The provisions of Clause 31 (*Jurisdiction*) of the Interim Facilities Agreement shall apply to this Fee Letter as if set out in full in this Fee Letter.

Please confirm your agreement to the above by signing and returning a copy of this Fee Letter.



Execution Version

Yours faithfully,

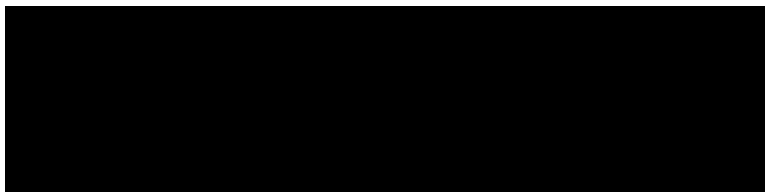


For and on behalf of
Kroll Agency Services Limited
as the Interim Facility Agent



Execution Version

Yours faithfully,

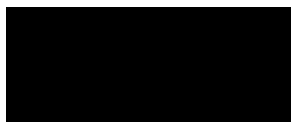


For and on behalf of
Kroll Trustee Services Limited
as the Interim Security Agent



Execution Version

We acknowledge and agree the terms set out above:



Duly authorised for and on behalf
of Vulcan Alpha Bidco Limited
as the Company